



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3600

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 13, 2020

44 October 13, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE SOCIAL SECURITY ADMINISTRATION (SSA) FOR THE COOPERATIVE DISABILITY INVESTIGATIONS (CDI) FOR FISCAL YEAR (FY) 2019-2020 THROUGH FY 2023-2024 AND APPROVE APPROPRIATION ADJUSTMENT FOR FY 2020-2021 (ALL DISTRICTS) (4 VOTES)

SUBJECT

The Social Security Administration (SSA) has awarded the District Attorney's Office (DA) funds in the amount of \$10,952,875 for the Cooperative Disability Investigations (CDI) Project, for a base period (eight months) and four option years running from August 1, 2019 through March 31, 2024. In addition, approval of the Appropriation Adjustment in the amount of \$627,000 is requested.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the District Attorney (DA) to accept grant funds for the CDI-SSA Project in the amount of \$1,555,657 for the base period of August 1, 2019 to March 31, 2020, \$2,372,548 for the first option year of April 1, 2020 to March 31, 2021, \$2,385,554 for the second option year of April 1, 2021 to March 31, 2022, \$2,332,757 for the third option year of April 1, 2022 to March 31, 2023, and \$2,306,359 for the fourth option year of April 1, 2023 to March 31, 2024, for a total of \$10,952,875. There is no required County match for this grant.
2. Delegate authority to the DA or her designee to accept and execute the Contract Agreement and serve as Project Director for the project. This also includes authorization to accept continued funding for the option years one through four, approve any subsequent amendments, modifications, and/or extensions to the CDI-SSA contract that do not increase the Net County Cost of the Project.

3. Approval of the attached Appropriation Adjustment in the amount of \$627,000 is needed in order to align the FY 2020-2021 DA's budget with the full amount awarded to the CDI-SSA Project. This amount represents the difference between the FY 2020-21 pro-rated amount of \$2,376,000 and the \$1,749,000 that was included in the District Attorney's FY 2020-21 Final Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since September 26, 2011, the SSA has contracted with the District Attorney's Bureau of Investigation (Bureau) for the Cooperative Disability Investigations (CDI) Project. Accordingly, the DA's Office submitted a Quotation to SSA on June 21, 2019, which was accepted. On August 1, 2019, the SSA awarded funding to the DA's Office to participate in this project. The primary mission of the CDI-SSA program is to obtain evidence that can resolve questions of the fraud before benefits are ever paid.

Board approval is required for the DA's Office to accept funds awarded for the Cooperative Disability Investigations (CDI) Project.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The total funding awarded to the CDI-SSA Project is \$1,555,657 for the base period of August 1, 2019 to March 31, 2020, \$2,372,548 for the first option year of April 1, 2020 to March 31, 2021, \$2,385,554 for the second option year of April 1, 2021 to March 31, 2022, \$2,332,757 for the third option year of April 1, 2022 to March 31, 2023, and \$2,306,359 for the fourth option year of April 1, 2023 to March 31, 2024, for a grand total of \$10,952,875. Funding is included in the FY 2020-2021 Final Adopted Budget and will be adjusted in the Department's budget requests for subsequent years. There is no Net County Cost associated with this program.

The Request for Appropriation Adjustment in the amount of \$627,000 is needed in order to align the FY 2020-2021 DA's budget with the full amount awarded to CDI-SSA Project. This amount represents the difference between the FY 2020-21 pro-rated amount of \$2,376,000 and the \$1,749,000 that was included in the District Attorney's FY 2020-21 Final Adopted Budget.

In light of the broad economic crisis as a result of coronavirus pandemic, if funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the Department, or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Social Security Administration (SSA) established the Cooperative Disability Investigations Project (CDI) in 1998. The goal of the CDI is to effectively pool federal and local resources and expertise to prevent fraud in SSA disability programs administered under Title II (Old Age, Survivor, and Disability Insurance Benefits) and Title XVI (Supplemental Security Income for the Aged, Blind, and Disabled) of the Social Security Act. Currently, CDI consists of 46 units in 40 states. In Federal Fiscal Year 2020 (October 1, 2019 to June 30, 2020) the Los Angeles CDI program reported \$704,932 million in projected savings to SSA's disability programs. Since its inception through September 2014, the CDI efforts have resulted in \$93.1 billion in projected savings to SSA's disability programs and \$97.9 billion in projected savings to non-SSA programs.

On August 1, 2019, the DA entered into a contract with SSA and has been awarded funding for the CDI-SSA Project for the base period of August 1, 2019 to March 31, 2020, and four option years from April 1, 2020 to March 31, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the DA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Talin Keledjian, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Talin Keledjian at (213) 257-2804.

Respectfully submitted,



JACKIE LACEY

District Attorney

tk

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

July 30, 2020

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2020-21

4 - VOTES

SOURCES

USES

DISTRICT ATTORNEY
A01-DA-90-9078-14030
COOP DISABILITY INVESTIGATION-SOCIAL SECURITY ADMIN CDI-SSA
INCREASE REVENUE

627,000

DISTRICT ATTORNEY
A01-DA-1000-14030
SALARIES & EMPLOYEE BENEFITS
INCREASE APPROPRIATION

564,000

DISTRICT ATTORNEY
A01-DA-2000-14030
SERVICES & SUPPLIES
INCREASE APPROPRIATION

63,000

SOURCES TOTAL \$ 627,000

USES TOTAL \$ 627,000

JUSTIFICATION

The appropriation adjustment in the amount of \$627,000 reflects a net increase in grant funds from the Social Security Administration (SSA) for the Cooperative Disability Investigations to help prevent fraud in SSA disability programs.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44

OCT 13 2020

Pamela Booth
AUTHORIZED SIGNATURE

Pamela Booth, Assistant District Attorney

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION
 RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY *Leah...*

CHIEF EXECUTIVE OFFICER

R. C. P...
BY

B.A. NO. 037

DATE August 28, 2020

DATE 9-2-20

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: District Attorney

Grant Project Title and Description: Cooperative Disability Investigations - Social Security Administration (CDI-SSA)

The goal of the Cooperative Disability Investigations Project (CDI) is to effectively pool federal and local resources and expertise to prevent fraud in Social Security Administration (SSA) disability programs administered under Title II (Old Age, Survivor, and Disability Insurance Benefits) and Title XVI (Supplemental Security Income for the Aged, Blind, and Disabled) of the Social Security Act.

Funding Agency
Social Security Administration (SSA)

Program (Fed. Grant # /State Bill or Code #)
Contract # 28321319D00060024

Grant Acceptance Deadline

Total Amount of Grant Funding: \$10,952,875

County Match: \$0

Grant Period: FY 2019-2024

Begin Date: August 1, 2019

End Date: March 31, 2024

Number of Personnel Hired Under This Grant: 6

Full Time: 6 Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes No

Will all personnel hired for this program be placed on temporary ("N") items? Yes No

Is the County obligated to continue this program after the grant expires? Yes No

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No

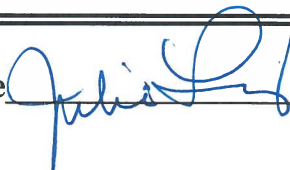
b). Identify other revenue sources (Describe) _____ Yes No

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes No

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature



Date

8/12/20

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER RG09-19-1161		PAGE OF 1 85		
2. CONTRACT NO. 28321319D00060024		3. AWARD/ EFFECTIVE DATE 08/01/2019	4. ORDER NUMBER		5. SOLICITATION NUMBER 28321319R00000029		6. SOLICITATION ISSUE DATE 06/11/2019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA LEE		b. TELEPHONE NUMBER (No collect calls) 212-264-3529		8. OFFER DUE DATE/LOCAL TIME PT		
9. ISSUED BY Social Security Administration Office of Acquisition and Grants 26 Federal Plaza, Room 4040 New York NY 10278			CODE 00120	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561611 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20.5				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO Social Security Administration Frank Hagel Federal Bldg 1221 Nevin Ave Richmond CA 94802			CODE 0345	16. ADMINISTERED BY ANGELA LEE (212) 264-3529				
17a. CONTRACTOR/OFFEROR LOS ANGELES, COUNTY OF Attn: Tuppence Macintyre 211 WEST TEMPLE STREET SUITE 200 LOS ANGELES CA 90012 TELEPHONE NO. 2132572777		CODE 4PPU3	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Social Security Administration Office of Finance Post Office Box 47 Baltimore MD 21235-0047				CODE HDQTRS
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	DUNS Number: 781310990 CAGE Code: 4PPU3 Contractor shall provide investigative services for the Los Angeles Cooperative Disability Investigations (CDI) Unit located in Los Angeles, California, in accordance with the Statement of Work. Period of Performance: 08/01/2019 to 03/31/2020 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA 4007499/2019/252K/028198704/RG09-19-1161						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,555,657.04		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: <u>proposal</u> OFFER DATED <u>06/21/2019</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR Contractor Signature Received				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Andrew J. Argiro</i>				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED 07/30/2019	31b. NAME OF CONTRACTING OFFICER (Type or print) ANDREW J. ARGIRO		31c. DATE SIGNED 07/31/2019		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Base Period - Investigative Services (6 full-time investigators) Obligated Amount: \$978,459.92	8	MO	122,307.49	978,459.92
0002	Base Period - Overtime, Supervising Investigator Obligated Amount: \$75,500.00	400	HR	188.75	75,500.00
0003	Base Period - Overtime, Senior Investigator Obligated Amount: \$342,900.00	2000	HR	171.45	342,900.00
0004	Base Period - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Obligated Amount: \$52,797.12	8	MO	6,599.64	52,797.12
0005	Base Period - Mileage Obligated Amount: \$66,000.00	120000	DH	0.55	66,000.00
0006	Base Period - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Obligated Amount: \$40,000.00 Continued ...				40,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Option Year 1 - Investigative Service (6 full-time investigators) Amount: \$1,494,973.92 (Option Line Item)	12	MO	124,581.16	
0008	Option Year 1 - Overtime, Supervising Investigator Amount: \$115,368.00 (Option Line Item)	600	HR	192.28	
0009	Option Year 1 - Overtime, Senior Investigator Amount: \$524,010.00 (Option Line Item)	3000	HR	174.67	
0010	Option Year 1 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Amount: \$79,195.68 (Option Line Item)	12	MO	6,599.64	
0011	Option Year 1 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0012	Option Year 1 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0013	Option Year 2 - Investigative Service (6 full-time investigators) Amount: \$1,504,068.60 (Option Line Item)	12	MO	125,339.05	
0014	Option Year 2 - Overtime, Supervising Investigator Amount: \$116,070.00 (Option Line Item)	600	HR	193.45	
0015	Option Year 2 - Overtime, Senior Investigator Amount: \$527,220.00 (Option Line Item)	3000	HR	175.74	
0016	Option Year 2 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Continued ...	12	MO	6,599.64	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$79,195.68 (Option Line Item)				
0017	Option Year 2 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0018	Option Year 2 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0019	Option Year 3 - Investigative Service (6 full-time investigators) Amount: \$1,504,068.60 (Option Line Item)	12	MO	125,339.05	
0020	Option Year 3 - Overtime, Supervising Investigator Amount: \$116,070.00 (Option Line Item)	600	HR	193.45	
0021	Option Year 3 - Overtime, Senior Investigator Amount: \$527,220.00 (Option Line Item)	3000	HR	175.74	
0022	Option Year 3 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Amount: \$26,398.56 (Option Line Item)	4	MO	6,599.64	
0023	Option Year 3 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0024	Option Year 3 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0025	Option Year 4 - Investigative Service (6 full-time investigators) Amount: \$1,504,068.60 (Option Line Item) Continued ...	12	MO	125,339.05	

CONTINUATION SHEET

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5 85NAME OF OFFEROR OR CONTRACTOR
LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0026	Option Year 4 - Overtime, Supervising Investigator Amount: \$116,070.00 (Option Line Item)	600	HR	193.45	
0027	Option Year 4 - Overtime, Senior Investigator Amount: \$527,220.00 (Option Line Item)	3000	HR	175.74	
0028	Option Year 4 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Amount: \$0.00 (Option Line Item)	12	MO	0.00	
0029	Option Year 4 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0030	Option Year 4 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0031	Base Period - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,050.13 (Option Line Item)	1	MO	20,050.13	
0032	Option Year 1 - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,423.03 (Option Line Item)	1	MO	20,423.03	
0033	Option Year 2 - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,547.33 (Option Line Item)	1	MO	20,547.33	
0034	Option Year 3 - Additional Investigators (price per month per investigator, for up to two Continued ...	1	MO	20,547.33	

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0035	additional full-time investigators) Amount: \$20,547.33 (Option Line Item) Option Year 4 - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,547.33 (Option Line Item) . ----- CONTACT INFORMATION ----- - Contractor Point of Contact: Tuppence Macintyre Telephone: 213-257-2777 Email: TMacinty@da.lacounty.gov - Contracting Officer's Technical Representative: Joy Wahlmann Telephone: 866-331-6397 Ext. 17537 Email: Joy.R.Wahlmann@ssa.gov - Direct Procurement Questions to: Angela Lee, Contract Specialist Telephone: 212-264-3529 Email: Angela.Lee@ssa.gov The total amount of award: \$11,054,989.83. The obligation for this award is shown in box 26.	1	MO	20,547.33	

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SECTION A - Standard Form 1449 (SF 1449)

A-1 Addendum to Standard Form 1449

In accordance with Federal Acquisition Regulation (FAR) 12.302 and 12.303, this addendum to the Standard Form 1449 provides for continuation of the schedule and description of the supplies/services to be acquired.

A-2 Introduction

The Social Security Administration (SSA) requires investigative services for the Cooperative Disability Investigations (CDI) unit in Los Angeles, California. The purpose of this contract is to obtain the services of investigators, who have law enforcement authority that extends throughout the state of California.

A-3 Pricing

The Contractor shall furnish the necessary personnel, materials, services, and equipment, and otherwise perform all tasks necessary for or incidental to providing the required investigative services for the Cooperative Disability Investigations (CDI) Unit, in Los Angeles, California, in accordance with the specifications and requirements set forth in attached Statement of Work (SOW).

The Contractor shall provide fixed prices for each CLIN except the CLINs for Travel, Training, Parking, and Tolls, which is set by SSA. The fixed prices for all other items shall cover all costs. The Contractor shall invoice for actual overtime hours; actual mileage; and actual travel, training, parking, and tolls funds used and provide supporting documentation for those charges.

This contract calls for six full-time (40 hours per week) investigators (five senior investigators and one supervising investigator). The Contractor shall furnish the required resumes and suitability paperwork necessary to enable the investigators to start within 30 days notice after award.

SSA reserves the right to increase the number of investigators obtained under this contract by up to four additional full-time investigators above the number of investigators specified, below. If the option to add investigators is exercised in any year, the Travel, training, parking, and tolls CLIN, Investigative Vehicles CLIN, and quantities for the Overtime, Senior Investigator and Mileage CLINs will be adjusted proportionally for each additional investigator added. The Contractor shall furnish the required resumes and suitability paperwork necessary to enable any additional investigators to start within 30 days notice.

Overtime hours will be worked by SSA-approved and security/suitability-cleared investigators only according to and within the Contractor's overtime policy, a copy of which will be provided to the COTR within ten days after award. The Government will not pay differing rates for weekend work, holiday work, or overtime. There will be only one overtime rate per position category, per contract year as specified in the applicable Overtime CLINs.

This contract calls for one official vehicle per each investigator assigned to the CDI Unit, as specified in the attached SOW. The monthly rates for the Investigative Vehicle CLINs will cover all costs associated with procuring and provisioning the official vehicles and associated equipment, and the mileage rates for the Mileage CLINs will cover all costs associated with operations and maintenance of the official vehicles. All vehicle costs under the Investigative Vehicle CLINs and the Mileage CLINs shall be used for the procurement, provisioning, operation, and maintenance of the official vehicles assigned to CDI Unit official use only.

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Base Period – Investigative Services (6 investigators)	8	MO	\$122,307.49	\$978,459.92
0002	Base Period – Overtime, Supervising Investigator	400	HR	\$188.75	\$75,500.00
0003	Base Period – Overtime, Senior Investigator	2,000	HR	\$171.45	\$342,900.00
0004	Base Period – Investigative Vehicles (6 vehicles)	8	MO	\$6,599.64	\$52,797.12
0005	Base Period – Mileage	120,000	DH	\$0.55	\$66,000.00
0006	Base Period – Travel, training, parking, and tolls				Not to Exceed \$40,000
0007	Option Year 1 – Investigative Services (6 investigators)	12	MO	\$124,581.16	\$1,494,973.92
0008	Option Year 1 – Overtime, Supervising Investigator	600	HR	\$192.28	\$115,368.00
0009	Option Year 1 – Overtime, Senior Investigator	3,000	HR	\$174.67	\$524,010.00
0010	Option Year 1 – Investigative Vehicles (6 vehicles)	12	MO	\$6,599.64	\$79,195.68
0011	Option Year 1 – Mileage	180,000	DH	\$0.55	\$99,000.00
0012	Option Year 1 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0013	Option Year 2 – Investigative Services (6 investigators)	12	MO	\$125,339.05	\$1,504,068.60
0014	Option Year 2 – Overtime, Supervising Investigator	600	HR	\$193.45	\$116,070.00
0015	Option Year 2 – Overtime, Senior Investigator	3,000	HR	\$175.74	\$527,220.00
0016	Option Year 2 – Investigative Vehicles (6 vehicles)	12	MO	\$6,599.64	\$79,195.68
0017	Option Year 2 – Mileage	180,000	DH	\$0.55	\$99,000.00
0018	Option Year 2 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0019	Option Year 3 – Investigative Services (6 investigators)	12	MO	\$125,339.05	\$1,504,068.60

CLIN	Description	Quantity	Unit	Unit Price	Amount
0020	Option Year 3 – Overtime, Supervising Investigator	600	HR	\$193.45	\$116,070.00
0021	Option Year 3 – Overtime, Senior Investigator	3,000	HR	\$175.74	\$527,220.00
0022	Option Year 3 – Investigative Vehicles (6 vehicles)	4	MO	\$6,599.64	\$26,398.56
0023	Option Year 3 – Mileage	180,000	DH	\$0.55	\$99,000.00
0024	Option Year 3 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0025	Option Year 4 – Investigative Services (6 investigators)	12	MO	\$125,339.05	\$1,504,068.60
0026	Option Year 4 – Overtime Supervising Investigator	600	HR	\$193.45	\$116,070.00
0027	Option Year 4 – Overtime Senior Investigator	3,000	HR	\$175.74	\$527,220.00
0028	Option Year 4 – Investigative Vehicles (6 vehicles)	12	MO	\$0.00	\$0.00
0029	Option Year 4 – Mileage	180,000	DH	\$0.55	\$99,000.00
0030	Option Year 4 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0031	Base Period – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,050.13	\$20,050.13
0032	Option Year 1 – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,423.02	\$20,423.03
0033	Option Year 2 – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,547.33	\$20,547.33
0034	Option Year 3 – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,547.33	\$20,547.33
0035	Option Year 4 – Additional Investigative Services, Senior Investigator (<u>price per month, per</u>	1	MO	\$20,547.33	\$20,547.33

CLIN	Description	Quantity	Unit	Unit Price	Amount
	<u>investigator for 1-4 additional investigators)</u>				
Grand Total					\$11,054,989.83

With regard to Additional Investigative Services, SSA reserves the right to increase the number of investigators obtained under this contract by up to four additional investigators above the number of investigators specified in the pricing table above. Optional Form 347 entitled "Order for Supplies or Services" may be used for funding these services. Refer to Section C2-10 for ordering procedures and Section C2-11 for order limitations.

The contract does not provide funds for additional investigative services. Therefore, all requirements for additional investigative services must be ordered in accordance with the above procedures.

Price does not include allowance for contingency to cover increased costs due to a Collective Bargaining Agreement or other compensation plan that has not been approved. If the contractor has a Collective Bargaining Agreement or other compensation plan in place for its investigators, it will be incorporated into the resulting contract. If the contractor is a state or local government entity, the principles in 2 CFR § 200 will be used as a guide for future contract adjustments.

SECTION B - Schedule of Supplies/Services and Prices

I. BACKGROUND OF THE PROGRAM

A. Introduction and Purpose

The general purpose of the CDI program is to investigate suspected fraud against SSA's Title II and Title XVI (Supplemental Security Income (SSI)) disability programs and other Federal and State programs, including Title XIX (Medicaid), that emanate from these programs. Suspected fraud cases will be identified by the Disability Determination Services (DDS), Disability Processing Unit (DPU), by SSA Field Offices, through SSA Office of the Inspector General's Fraud Hotline, or other sources and referred to a CDI Unit for investigation.

The specific purpose of the CDI Unit is to:

- Prevent fraud by gathering sufficient independent evidence to allow the DDS to make a timely and correct determination (i.e., a denial or cessation of benefits when evidence of fraud or similar fault refutes evidence submitted by claimant); and
- Investigate and pursue civil or administrative action or criminal prosecution of claimants, medical providers, attorneys, translators, and others involved in making fraudulent disability claims.

The purpose of this contract is to obtain the services of investigators who have California statewide law enforcement and statewide arrest authority, to perform work as part of a CDI Unit.

B. Legislative Authority

Adjudication of disability claims and ensuring the integrity of the disability claims process is authorized under Titles II, XVI, and XIX of the Social Security Act as amended.

II. PROJECT OBJECTIVES AND DESCRIPTION

The objectives of the contract are to:

1. Assign six (6) full-time investigators to the CDI Unit in Los Angeles, CA. Although the investigators are assigned to the CDI Unit office in Los Angeles, CA and office types of functions are generally performed at this location, the investigators will primarily carry out their work in the field (e.g., surveillance activities, etc.).
2. Have the investigators conduct investigations of suspected disability fraud cases referred to the CDI Unit and to timely develop independent evidence of material facts to sufficiently resolve allegations of fraud or similar fault; and

3. As necessary, have the investigators pursue and take civil/criminal action, through the CDI Unit Team Leader (TL), against those who, as a result of the CDI Unit investigations, are found to be violating Federal and/or State statutes.

III. SERVICES TO BE PERFORMED

A. Requirements

The Contractor shall assign six (6) full-time investigators (one supervising investigator and five senior investigators) to the Los Angeles, CA CDI Unit. The supervising investigator is the Contractor's supervisor of the five senior investigators. Under the direction of the SSA OIG Special Agent / CDI Unit TL assigned to the project, the investigators shall be responsible for investigating fraud cases referred to the CDI Unit. The investigations may require travel outside the Los Angeles, CA area and overnight duty.

The Contractor will retain authority and responsibility over its assigned staff including responsibility for performance evaluations, performance deficiencies, disciplinary action, or other options the Contractor may have in managing any member of its department pursuant to local statutes.

If any personnel assigned full-time to the CDI Unit will be absent for an extended period of time (two weeks or more), the Contractor shall provide replacement(s) in accordance with Section F. Contractor Personnel, that can fulfill the requirements of this Statement of Work.

As the CDI Unit's Team Leader, the SSA OIG Special Agent will be responsible for determining which cases are assigned to the investigators for investigation and how those investigations will be conducted. The Contractor may request that the CDI Unit Team Leader provide the Contractor with input regarding performance evaluation of the investigators (subject to the limitations set forth above).

Specifically the investigators will be required to:

- (1) Conduct surveillance and videotape the activities of Title II and Title XVI claimants/beneficiaries suspected of committing fraud or similar fault;
- (2) Interview suspects and other witnesses;
- (3) Conduct undercover operations;
- (4) Use databases (e.g., the National Crime Information Center (NCIC) and the National Insurance Crime Bureau (NICB)) to obtain information on suspects;
- (5) Coordinate efforts with the SSA OIG Special Agent/CDI Unit TL and other members of the CDI Unit;
- (6) Coordinate, as necessary, interaction with other State or local law enforcement agencies;

- (7) Prepare cases for referral to the United States Attorney or the appropriate State or local prosecuting attorney for criminal prosecution;
- (8) Maintain records of investigations to the standard that they may be used as evidence in court, in accordance with the policies and procedure set forth in the SSA OIG Special Agent Handbook;
- (9) Prepare written Reports of Investigation (ROI), including statements of fact. Prepare investigative reports in accordance with SSA OIG policies and procedures. Provide the DDS and/or SSA personnel with copies of ROI and associated relevant documents;
- (10) Use their existing California statewide law enforcement and statewide arrest authority and any additional authority provided if appointed as a Special Deputy U.S. Marshal, in the furtherance of the CDI program's mission;
- (11) Obtain written approval of travel and overnight duty from the Contracting Officer's Technical Representative (COTR) prior to commencement of such travel and overnight duty;
- (12) Understand and abide by SSA's security, confidentiality, Personally Identifiable Information (PII) responsibility and loss, and ethics requirements;
- (13) Prepare accurate time and attendance sheets/records, and submit those records to the SSA OIG Special Agent/CDI Unit TL and to the investigators' supervisor;
- (14) Submit requests for overtime in a timely manner to the SSA OIG Special Agent/CDI Unit TL and to the investigators' supervisor, per the CDI Program's policy/guidance on overtime requests. The investigators' supervisor(s) must also notify the SSA OIG Special Agent/CDI Unit TL of requests for annual and/or sick leave, submitted by the investigators, in a timely manner;
- (15) Perform routine administrative tasks as necessary (e.g., preparing time and attendance reports, maintaining vehicle logs, attending staff meetings, and receiving training);
- (16) Conduct investigations in accordance with policies and procedures developed specifically for the CDI Unit;
- (17) Perform a wide variety of services essential to the effective operation of the CDI Unit including, but not limited to: budget preparation, review and analysis of incoming correspondence, arranging meetings and conferences, making travel arrangements, maintaining files and records, filing office records, copying and filing investigative reports, copying and mailing investigative reports, answering the telephones and taking messages, receiving and distributing incoming mail, assisting the CDI Unit's Disability Processing Units (DPU) liaison officer as needed, and keeping the SSA OIG Special Agent/CDI Unit TL informed of the status of issues and assignments;
- (18) Report the results of investigations to SSA to facilitate timely and accurate disability eligibility determinations;

- (19) Comply with all applicable laws, policies, practices, and procedures that are in effect during the period of performance. The supervising investigator performs additional duties, such as time/attendance and travel reviews/approvals, performance monitoring, etc.

B. Qualifications

1. The Contractor must be an agency that can provide six (6) full-time investigators with California statewide law enforcement and statewide arrest authority. The Contractor must provide investigators with a minimum of 3 years of law enforcement experience with the Contractor or another similar government agency. The Contractor must provide appropriate documentation (resumes, references, etc.) of the investigators proposed for the CDI Unit as part of its offer in response to this solicitation. The Federal Government (hereinafter referred to as "Government") reserves the right to reject any proposed investigators that do not meet the minimum requirements as stated herein.
2. The contractor personnel must have the necessary skills and experience to perform their respective job duties outlined in this Statement of Work.
3. All contractor personnel must be available during core business hours as determined by the SSA OIG Special Agent/CDI Unit TL.
4. The Contractor must ensure that its investigators assigned to the CDI Unit maintain firearm qualifications and training consistent with that law enforcement agency's applicable regulations and policies. SSA will not pay for such firearms qualification or training.
5. Competency to Testify.

The Contractor must certify to SSA OIG that its investigators' personnel files contain no information that might tend to place in question their credibility or their reputation for truthfulness. If any such information is contained in an investigator's personnel file, the Contractor shall so inform SSA OIG before the investigator's assignment to the CDI Unit, so that SSA OIG may make a determination (in consultation with the U. S. Department of Justice, or other prosecutorial authorities, if necessary) as to whether that investigator would be competent to testify in a criminal trial. The Contractor shall also notify SSA OIG if any information that might tend to place in question an investigator's credibility or their reputation for truthfulness is added to the investigator's personnel files after their assignment to the CDI Unit, so that competency to testify in a criminal trial can be appropriately determined by SSA OIG and the need for a replacement investigator can be assessed.

6. Training.

The SSA will, subject to SSA written approval, fund CDI Program-specific training and related travel and other costs necessary to maintain and operate the CDI Unit effectively, subject to the liability conditions set forth in sections VI, VII, and VIII.11 of this

Statement of Work and subject to the availability of funds. The final decision regarding whether a Contractor employee will attend a specific training will be made by the COTR. All Contractor employee training away from the CDI Unit, whether SSA funded or Contractor funded, shall be coordinated with the CDI Unit Team Leader in order to avoid negative impacts on CDI Unit investigations. Any SSA funded training-related travel expenses shall be handled in accordance with Section G. Travel Guidelines.

C. Equipment

The Contractor shall provide its investigators with such personal equipment as is necessary to perform the work specified in this contract including, but not limited to: weapons, body armor, ammunition, vehicles, cellular phones, pole cameras, GPS trackers, etc.

1. Investigators' Vehicles

The Contractor shall provide one vehicle to each of the investigators assigned to the CDI Unit with the use of such vehicles restricted to CDI Unit official use only. The vehicles assigned to the unit will be suitable for undercover surveillance. The Contractor shall be responsible for these vehicles' leasing costs, including reasonable collision insurance, and all routine maintenance expenses including fuel. The Contractor shall acknowledge that its investigators will be covered by the State/city and/or county self-insurance program when operating the assigned vehicles in the course and scope of their official duties.

2. Credentials, Identification, and Job Descriptions

The Contractor shall provide its investigators with sufficient credentials and identification consistent with their duties and responsibilities. Also, the Contractor shall ensure that the job descriptions of the investigators assigned to the CDI Unit encompass, and are consistent with, the duties and responsibilities outlined above.

D. Disclosure and Confidentiality

The Contractor shall maintain safeguards to restrict the use and/or disclosure of applicant, beneficiary, and recipient information in accordance with Federal and applicable State privacy laws. Accordingly, the Contractor shall treat all investigations and any information, data, evidence, etc. produced as a result on a confidential need-to-know basis. All files of the CDI Unit will be considered criminal investigative files of the SSA OIG for purposes of the Privacy Act of 1974, as amended, and regulations promulgated pursuant thereto (Privacy Act). The Contractor agrees to maintain the confidentiality of such files to the same extent SSA employees are bound by the SSA disclosure regulations found at 20 C.F.R. § 401 et seq. Disclosure of such files must be approved by the SSA OIG Special Agent/CDI Unit TL assigned to the CDI Unit, subject to SSA OIG management oversight, and be in accordance with the Privacy Act.

E. Non-Personal Services

1. The Government and the Contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in the Office of Federal Procurement Policy Letter 93-1.
2. The Government and the Contractor agree and recognize that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and its employees are not employees of the Federal Government and are not eligible for entitlement and benefits given Federal employees. Contractor personnel under this contract shall not:
 - (i) be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee;
 - (ii) hold themselves out to be a Government employee, agent, or representative or state orally or in writing at any time that they are acting on behalf of the Government - in all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company/agency for which they work; or
 - (iii) be placed in a position of command, supervision, administration, or control over Government personnel or personnel of other Government Contractors, or become a part of the Government organization.
3. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer (CO) in writing.
4. Rules, regulations, directives, and requirements which SSA issues under its responsibility for administration and security are applicable to all personnel who enter SSA facilities and shall not be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

F. Contractor Personnel

1. The Contractor shall obtain the consent of the CO or his/her authorized representative prior to making contractor personnel substitutions. Replacements for contractor personnel must possess qualifications equal to or exceeding the qualifications of the contractor personnel being replaced.
2. The Contractor shall assign only those contractor personnel whose resumes were submitted with its offer to fill the requirements of this contract. SSA will make no substitutions except in accordance with the provisions of F.3., F.4 and F.5 below.
3. During the first 90 days of the contract, SSA will not permit any contractor personnel substitutions unless such substitutions are necessitated by an individual's sudden illness,

death, or termination of employment. In any of these events, the Contractor shall promptly notify the CO or his/her authorized representative and provide the information required by paragraph (4) below. After the initial 90-day period, the Contractor must submit all proposed substitutions in writing at least 3 weeks in advance of the proposed substitution.

4. With any request for contractor personnel substitution, the Contractor must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume of the proposed substitute, and any other information requested by the CO or his/her authorized representative that is needed to consider and either approve or disapprove the proposed substitution. The Contractor must ensure that all proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person being replaced, in addition to the minimum requirements stated herein. The CO or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
5. Through the Contracting Officer, the SSA OIG Special Agent/CDI Unit TL may require the Contractor to remove an investigator from the CDI Unit for unacceptable performance or misconduct, or if the SSA OIG determines that an investigator is not competent to testify in a criminal trial. The Contractor must then immediately remove the investigator from participation in the CDI Unit. The Contracting Officer may also notify the Contractor that it must provide a substitute for the investigator within 30 calendar days of the date that the Contractor receives this notification, and the Contractor shall comply.
6. The Contractor and the Government shall maintain files of all contractor personnel authorized to work on this contract.

G. Travel Guidelines

Under the direction of the SSA OIG Special Agent/CDI Unit TL, the investigators shall investigate fraud cases referred to the CDI Unit, which may require travel and overnight duty. The investigators may be required to travel in excess of 50 miles from the CDI Unit office to perform the services. In addition, Contractor personnel may need to travel for SSA approved and funded training, as described in Section III.B.7. All Contractor personnel must obtain written approval from the SSA COTR prior to commencement of any SSA funded travel and overnight duty. Costs incurred by investigators for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the investigators' governmental unit in its regular operations as the result of the governmental unit's written travel policy. In the absence of an acceptable, written governmental unit policy regarding travel costs, the rates and amounts established under subchapter I of Chapter 57, Title 5, United States Code ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services apply, in accordance with established Federal Travel Regulations (FTR). To access the FTR, go to <http://www.gsa.gov/federaltravelregulations>. When preparing the invoice for travel expenses,

the Contractor must provide a breakdown of the travel-related costs for each investigator for the invoice period.

All Contractor personnel assigned to CDI Units are required to use their host agency credit card (if available) to purchase Contractor-issued transportation tickets, lodging, and Miscellaneous Items & Expenses (MI&E). The Contractor shall request reimbursement for travel related charges by its employees via their invoices submitted for reimbursement under the contract.

The Government will approve or deny the travel in writing. The cost of the travel shall be invoiced under the "Travel, training, parking, and tolls" Line items. Travel shall be directly related to the performance under the contract.

***IMPORTANT NOTE:** Payment will not be provided for travel expenses to/from the CDI Unit or other locations authorized by the Government if the distance between the two points is 50 miles or less (reference the FTR).

IV. SSA AND SSA OIG RESPONSIBILITIES

1. The SSA OIG will assign an OIG Special Agent/CDI Unit TL at the project site in Los Angeles, CA;
2. The SSA OIG Special Agent/CDI Unit TL will be the CDI Unit's final decision-making authority regarding day-to-day CDI Unit operations. The OIG Special Agent/CDI Unit TL will be in charge of the investigative operations of the CDI Unit. In this capacity, the OIG Special Agent/CDI Unit TL will determine which suspected fraud cases referred to the CDI Unit will be investigated; assign cases for investigation; determine when investigations on a case should be concluded; and refer cases to the United States Attorney for criminal prosecution;
3. If, in the course of investigations, violations of State or local civil and/or criminal statutes are discovered, the OIG Special Agent/CDI Unit TL, in conjunction with the investigators, will refer such cases to the appropriate State or local prosecuting attorney for civil or criminal prosecution. The OIG Special Agent/CDI Unit TL will also make referrals to SSA for administrative action, or to officials responsible for Civil Monetary Penalties, when appropriate;
4. The SSA and the SSA OIG will provide the investigators with any training deemed necessary by the OIG Special Agent/CDI Unit TL regarding SSA's disability procedures developed specifically for the CDI Unit: use of databases, etc.;
5. The SSA will provide office space, all necessary office equipment, supplies, computers, printers, telephones, etc. for the CDI Unit;
6. The SSA OIG Special Agent/CDI Unit TL will be responsible for coordinating interaction with other SSA Offices, and State, local, and Federal law enforcement entities, including the U.S. Department of Justice;

7. The SSA OIG will provide copies of any required progress/status reports produced by the CDI Unit to the Contractor;
8. When it is deemed necessary by the OIG Special Agent/CDI Unit TL for investigators to attend training, the SSA OIG may allow the investigators to participate in such training on an alternate or rotational basis to promote continuity in the services required by the CDI Unit;
9. The SSA OIG Special Agent/CDI Unit TL will resolve conflicts between OIG/CDI investigative procedures and those investigative procedures used by the contractor investigators' law enforcement agency;
10. The SSA OIG Special Agent/CDI Unit TL will monitor Contractor personnel time and attendance to ensure that it is accurately reported to their parent agencies.
11. The SSA OIG Special Agent/CDI Unit TL will monitor and approve the investigators' overtime to ensure that it is accurate, necessary, and in the needs of the CDI Unit; and
12. The COTR will monitor and approve Contractor personnel written requests for approval of training, travel, and overnight duty based on the needs of the CDI Unit.

V. ORIENTATION

1. All Contractor personnel shall participate in an orientation related to the Social Security Administration Title II Disability and Title XVI Supplemental Security Income (SSI) programs related to the investigative process in which they will be involved.
2. The Government's orientation shall familiarize the Contractor personnel with the policies and procedures of the CDI Unit.
3. The orientation process will be conducted by the SSA OIG Special Agent/CDI Unit TL or a designee.
4. The duration and number of orientation sessions shall be determined by the SSA OIG Special Agent/CDI Unit TL.
5. Orientation sessions may be required throughout the life of the contract to ensure that the Contractor has up-to-date information on the procedures and policies of the CDI Unit, as determined by the OIG Special Agent/CDI Unit TL. All Contractor personnel shall participate in these orientation sessions.

VI. CONTRACTOR LIABILITY

1. The Contractor shall be responsible for the activities of its personnel assigned to the CDI Unit.

2. To the extent permitted by law, the Contractor agrees to assume civil liability for any tortious act or omission of its employees while working in the CDI Unit.
3. The Contractor acknowledges that its liability, if any, for the negligent or wrongful acts or omissions committed by its employees while they are participating as members of the CDI Unit is governed by applicable Federal, State, or local law or, with respect to employees of the Federal Government, by the Federal Tort Claims Act, 28 U.S.C. Sections 1345(b), 2671 *et seq.* Participating agencies agree that they will not be responsible or liable for the acts or any negligent, wrongful, or tortious act or omission performed by personnel of other agencies during the duration of this contract.
4. The Contractor acknowledges that the Federal Government does not contract or promise to indemnify individual Contractor personnel and substitute the United States as a party defendant in civil litigation, or provide representation to State and local law enforcement officers who cooperate with the SSA OIG on an informal basis as part of their State or local duties unless they have been either deputized as Special Deputies by the U.S. Marshals Service or detailed to a Federal agency under the Intergovernmental Personnel Act, 5 U.S.C. Section 3374(c)(2).
5. The Contractor shall bear the risk of loss or damage to any vehicle or equipment utilized by its employee(s) while assigned to the CDI Unit, except as otherwise specified in this contract.

VII. SOVEREIGN IMMUNITY

Notwithstanding any other statement to the contrary, nothing in this contract is intended as a waiver of sovereign immunity, nor shall anything in this contract be construed as consent by any participating Federal or State or County agency or political subdivision of the State, to be sued by third parties.

VIII. U.S. MARSHALS SERVICE (USMS) SPECIAL DEPUTATION OF STATE OR LOCAL LAW ENFORCEMENT AGENCY PERSONNEL

1. Authority: The USMS Special Deputation authority is contained in 28 C.F.R. § 0.112, and the USMS powers and duties are set forth in 28 U.S.C. § 566. The USMS can authorize Special Deputation based upon the needs of the USMS or other sponsoring agencies that can demonstrate an appropriate justification.
2. Eligibility: SSA OIG will only sponsor deputation of State and local law enforcement officers assigned full-time to a CDI Unit who affirmatively certify compliance with the deputation requirements set forth on USMS Form USM-3A, Application for Special Deputation / Sponsoring Federal Agency Information.
3. Deputation Process:

- a. Special Deputation occurs when the USMS reviews and approves an Application for Special Deputation / Sponsoring Agency Information (USMS Form USM-3A, incorporated by reference herein and made a part of this agreement as Attachment A). Once SSA OIG has notified a participating State or local law enforcement agency that it intends to pursue special deputation for one or more of the participating agency's law enforcement officers, the State or local law enforcement agency participating in the CDI Unit shall, in cooperation with the law enforcement officer(s), timely prepare and provide to SSA OIG all documentation necessary to permit application for USMS Special Deputation or any renewals thereof, including:
 1. Application for Special Deputation (Page 1 of the USMS Form USM-3A), completed and certified by the law enforcement officer(s).
 2. An authorization letter on official letterhead from the State or local law enforcement agency employing the law enforcement officer concurring with the law enforcement officer's participation in the USMS Special Deputation program and stating that the applicant has no internal investigations pending within the employer's organization.
 3. Documentation to support the Application for Special Deputation, including any documentation requested by SSA OIG or the USMS.
 - b. SSA OIG shall review the Application for Special Deputation, and verify that the statements submitted by the applicant are true and correct. If SSA OIG is satisfied with the truth and accuracy of the Application and does not have any concerns about sponsoring deputation, SSA OIG will complete the applicable Sponsoring Federal Agency Information (Page 2 of Form USM-3A), ensure the applicant has read and understood the current deadly force policy of the Department of Justice (DOJ), sign the Sponsoring Federal Agency Information certification (page 2 of the Form USM-3A), and submit the Form USM-3A to the USMS for review and approval.
 - c. Upon approval of Special Deputation by the USMS, each approved law enforcement officer must sign/affirm the Oath of Office section and sign as the Appointee in the Special Deputation Appointment section of a USMS Form USM-3 (Special Deputation Oath of Office, Authorization and Appointment).
 - d. Special Deputation remains in effect for approximately two (2) years from the date the individual is deputized by the USMS. The USMS Form USM-3 will indicate an expiration date.
4. For renewal of a Special Deputation, ninety (90) days before the expiration date, the State or local law enforcement agency participating in the CDI Unit shall, in cooperation with the Special Deputy, prepare and provide to SSA OIG all documentation necessary to permit renewal of the Application for USMS Special Deputation.
 5. Use of Force by Special Deputies:

All individuals proposed for Special Deputy appointment for CDI purposes shall acknowledge in writing that they have read and agree to comply with the deadly force policy of their employing law enforcement agency or the Department of Justice, as set forth on the USM-3A. The Special Deputy must be briefed on DOJ's deadly force policy by an SSA OIG official, and will be provided a copy of such policy prior to undertaking CDI Unit activities. The Special Deputy shall sign a copy of DOJ's deadly force policy acknowledging he or she has been briefed.

6. General Special Deputation Guidelines and Requirements:

- a. SSA OIG may, at its sole discretion, choose whether to serve as a Sponsoring Federal law enforcement agency, and request that a participating State or local law enforcement agency's law enforcement officer(s) assigned to a CDI Unit be deputized by the USMS.
- b. To be eligible for USMS Special Deputation with SSA OIG as the Sponsoring Federal Agency, a State, or local law enforcement officer must:
 - i. Meet all the USMS requirements for Special Deputation as described in the Application for Special Deputation section of the USMS Form USM-3A;
 - ii. Be a full-time member of a CDI Unit;
 - iii. Timely provide the completed Application for Special Deputation section of the USMS Form USM-3A and any supporting documentation required by the SSA OIG or the USMS to support the Application and any renewal thereof; and
 - iv. Be approved by both SSA OIG and the USMS.
- c. SSA OIG may at any time in its sole discretion choose to withdraw its sponsorship or otherwise decline to pursue Special Deputation for any law enforcement officer.

7. Credentials:

- a. SSA OIG will issue an SSA OIG Special Deputy credential card to USMS approved Special Deputies assigned to a CDI Unit.
- b. The SSA OIG Special Deputy credential card will bear the Special Deputy's photograph and a statement of authority to assist SSA OIG in Title 18 U.S. Code investigations.
- c. Safeguarding Credentials

Each Special Deputy must safeguard SSA OIG Special Deputy credentials. When the credentials are not in the Special Deputy's personal possession, the Special Deputy must store them in a locked drawer with access limited to the Special Deputy, to afford reasonable protection against theft or loss.

- d. Loss of Credentials

The Special Deputy to whom SSA OIG issues an SSA OIG Special Deputy credential is responsible for immediately reporting its loss in writing to the CDI Unit TL. That Special Deputy must also immediately notify the local police, obtain a copy of the police report and remit the report to the CDI Unit TL. Loss consists of theft, destruction, misplacement, or other circumstances that result in the Special Deputy no longer having physical possession or control of the credential.

e. Replacement of SSA OIG Special Deputy Credentials

- i. A Special Deputy may request replacement of SSA OIG Special Deputy credentials only for the following reasons:
 - a. Loss of Special Deputy credentials;
 - b. Change of name of the individual to whom the credential is issued (a copy of the decree or government approved name change document must be provided);
 - c. Significant change in appearance of the individual to whom the credential is issued; or
 - d. Error in the name or title of the credential originally provided to the individual.

Requests for replacement credentials shall be made in writing by the Special Deputy to the CDI Unit TL within 1 business day of discovery of the loss or as soon as possible after the event necessitating replacement.

f. Credential Accountability

SSA OIG issues SSA OIG Special Deputy credentials directly to the Special Deputy and maintains the credentials on Special Deputy accountability records. When deputation is revoked for any reason or expires, or when a deputized officer is no longer actively assigned to the CDI Unit, the Special Deputy must return the credential to the CDI Unit TL with whom the Special Deputy last worked. The CDI Unit TL will return the credential to SSA OIG.

8. Deputized Officers Flying Armed Requirements:

To qualify to fly armed, a Special Deputy must have completed the TSA Law Enforcement Officer Flying Armed Training Course, must be flying armed to conduct official business for the SSA OIG, and must obtain prior written approval from the SSA OIG Assistant Inspector General for Investigations, or a Deputy Assistant Inspector General for Investigations. To obtain such written approval, the Special Deputy shall submit to the CDI Unit TL a signed and dated written request: stating the reason flying while armed is necessary; certifying that the Special Deputy has reviewed and will comply with Federal flying while armed regulations, guidance, and applicable SSA OIG

Special Agent Handbook policies and procedures governing flying while armed; and has completed the TSA Law Enforcement Officer Flying Armed Training Course.

9. Limitations on Special Deputation Authority:

The USMS Special Deputation for CDI purposes shall empower a Special Deputy to assist SSA OIG Special Agents in their investigations under Title 18, and carry a duty firearm and execute search and arrest warrants related to such SSA OIG investigations. The USMS only grants U.S.C. Title 18 enforcement authority, so CDI duties carried out as a Special Deputy must be in connection with the investigation of a U.S.C. Title 18 offense and/or related enforcement efforts. **Special Deputation authority is not valid while a Special Deputy is off duty for the CDI Unit. A Special Deputy is not authorized to participate in Federal drug investigations unless deputized by the U.S. Drug Enforcement Agency (DEA) or U.S. Federal Bureau of Investigation (FBI), and working in connection with such DEA or FBI deputation.** The participating State or local law enforcement agency and the Special Deputy agree that any Federal authority that may be conferred through Special Deputation for CDI purposes is limited to activities supervised by SSA OIG.

10. Revocation or Termination of Special Deputation:

- a. Special Deputation may be revoked at any time at the sole discretion of the USMS. SSA OIG also may initiate revocation through the USMS by requesting that the USMS revoke the Special Deputation. In this case, SSA OIG shall provide written notice of the revocation request to the USMS and the State or local law enforcement agency.
- b. Special Deputation also will terminate upon:
 - i. Expiration of the deputation, if not renewed,
 - ii. If the State or local law enforcement agency is a party to a CDI Unit Memorandum of Understanding (MOU), expiration, or termination of the applicable MOU,
 - iii. If the State or local law enforcement agency is a party to a CDI Unit contract between SSA and the State or local law enforcement agency, expiration, or termination of the contract, or
 - iv. Unless otherwise agreed in writing by SSA OIG, when the Special Deputy is no longer carrying out CDI duties on a full-time basis.

11. Liability for Special Deputies:

Notwithstanding any provision contained herein to the contrary, upon approval of USMS Special Deputation of a State or local law enforcement officer assigned to a CDI Unit, the Special Deputy shall be treated as a Federal employee for liability purposes, to the extent

permitted by Federal law. Federal law shall apply for the purposes of determining the nature and extent of such Federal liability, including but not limited to the Federal Tort Claims Act and Federal law related to civil rights claims. SSA shall determine any such Federal liability consistent with Federal law and SSA policies and procedures.

SECTION C - Contract Clauses and Terms and Conditions

SECTION C1 - FAR Clauses Incorporated by Reference (IBR)

SECTION C2 - Federal Acquisition Regulation (FAR) Full Text Clauses

C2-1 52.204-13 System for Award Management Maintenance. (OCT 2018)

(a) *Definitions.* As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM

within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at *www.sam.gov* for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

C2-2 52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2016)

(a) *Definition.* As used in this clause—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of clause)

C2-3 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within any time before the contract expires.

(End of clause)

C2-4 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within any time; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 62 months.

(End of clause)

C2-5 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

C2-6 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far>

(End of clause)

C2-7 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Social Security Acquisition Regulation (48 CFR Chapter 23) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

C2-8 52.212-4 Contract Terms and Conditions—Commercial Items. (DEVIATION 2017-02) (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain

Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

C2-9 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Items. (MAY 2019) (DEVIATION 2017-02)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (*Contracting Officer check as appropriate.*)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) (Reserved)

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

X (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (11) (Reserved)

___ (12)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

X (13)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (14) (Reserved)

___ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (17) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (18)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (DEVIATION) (15 U.S.C. 637(d)(4)). (This deviation changes the FAR clause at subparagraph (d)(11)(iii) to read as follows: (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—)

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (NOV 2016) of 52.219-9.

___ (v) Alternate IV (AUG 2018)(DEVIATION) of 52.219-9. (This deviation changes the FAR clause at subparagraph (d)(11)(iii) to read as follows: (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—)

___ (19) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

___ (20) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

___ (21) 52.219-16, Liquidated Damages–Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor–Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (29) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

___ (ii) Alternate I (FEB 1999) of 52.222-26.

X (30) (i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (31) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

X (32) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (34)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (35) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (36)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (39)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of 52.223-13.

___ (40)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

___ (41) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (42)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223-16.

X (43) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

___ (44) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (45) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (46)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (47) 52.225-1, Buy American–Supplies (MAY 2014) (41 U.S.C. chapter 83).

___ (48)(i) 52.225-3, Buy American–Free Trade Agreements–Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (MAY 2014) of 52.225-3.

___ (iii) Alternate II (MAY 2014) of 52.225-3.

___ (iv) Alternate III (MAY 2014) of 52.225-3.

___ (49) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (50) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (55) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer–System for Award Management (OCT 2018) (31 U.S.C. 3332).

___ (57) 52.232-34, Payment by Electronic Funds Transfer – Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

___ (61)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(Contracting Officer check as appropriate.)

___ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records – Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause–

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) ___ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

C2-10 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the end of the contract performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

C2-11 52.216-19 Order Limitations. (OCT 1995)

FAR 52.216-18 applies to CLINs 0031 through 0035 for Additional Investigative Services only.

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the estimated quantities in section A-3 of the contract;

(2) Any order for a combination of items in excess of the estimated quantities in section A-3 of

the contract; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

C2-12 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum”. The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum”.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the contract performance period expires.

(End of clause)

SECTION C3 - Agency Specific Clauses

C3-1 0002 Agency Specific Clauses

This contract includes one or more Social Security Administration acquisition clauses which are provided in full text.

C3-2 2352.204-1 Security and Suitability Requirements (MAR 2018)

(a) Acronyms and Definitions – As used in this clause –

“Access to a facility, site, system, or information” means physical access to any Social Security Administration (SSA) facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.

“CO” means contracting officer.

“Contractor” means any entity having a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“Contractor personnel” means employees of the contractor, employees of the subcontractor, any consultant retained by the contractor or subcontractor, any volunteer or intern of the contractor or subcontractor, and if the contractor or subcontractor is a sole proprietorship, it refers to the sole proprietorship.

“COR-COTR” means contracting officer’s representative-contracting officer’s technical representative.

“CPOC” means company point of contact as specified by the contract.

“CSPS” means Center for Suitability and Personnel Security.

“e-QIP” means Electronic Questionnaire for Investigations Processing.

“PIV” means Personal Identity Verification.

“Subcontractor” means any entity having a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

(b) Purpose.

This clause provides SSA’s policies and procedures concerning the conduct of background investigations (i.e. suitability determinations) of contractor personnel. A background investigation is required any time contractor personnel requires any type of access to a facility, site, system, or information, whether or not a PIV credential is required. Contractor personnel may be subject to periodic reinvestigation per SSA policy. The purpose of these investigations is to determine the suitability of contractor personnel needing access to a SSA

facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

(c) PIV Credentials

- (1) A PIV credential is required for contractor personnel requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more. (See paragraph (k) for more information.)
- (2) A PIV credential is not required for:
 - (i) Contractor personnel requiring escorted access to a SSA facility or site for less than six months; or
 - (ii) Contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months (e.g., contractor personnel who provide infrequent facilities or equipment maintenance or repair, or who conduct onsite shredding, etc.).

(d) Authorities

- (1) Homeland Security Presidential Directive 12
<http://www.dhs.gov/homeland-security-presidential-directive-12>).
- (2) Office of Management and Budget Memorandum M-05-24
<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>).
- (3) The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap132-subchapV-sec13041.pdf>).
- (4) Executive Orders 13764 and 12968
<https://www.hsdl.org/?abstract&did=798174>) and
<https://www.gpo.gov/fdsys/pkg/FR-1995-08-07/pdf/95-19654.pdf>
- (5) Title 5, Code of Federal Regulations (CFR), Parts 731, 736, and 1400 (for positions assigned a “National Security” designation)
http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731_main_02.tpl, http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736_main_02.tpl, and

http://www.ecfr.gov/cgi-bin/text-idx?SID=ea8d9b7f129b58c4b512ea9d68a44761&mc=true&node=pt5.3.1400&rgn=div5%23se5.3.1400_1201)

(e) Suitability Process.

The background investigation and adjudication processes are compliant with 5 CFR 731 or equivalent. Any new contractor personnel (i.e. those who have not previously received a suitability determination under this contract) requiring access to a SSA facility, site, information, or system, must complete and submit, through the COR-COTR, the documents listed in (e)(1) at least 30 business days prior to the date contractor personnel are to begin work. The suitability process cannot begin until the contractor submits, and SSA receives, accurate and complete documents.

(1) Suitability Document Submission

a. Immediately upon award, the CPOC must provide to the COR-COTR for all contractor personnel requesting a suitability determination:

(i) An e-QIP Applicant Listing including the names of all contractor personnel requesting suitability;

(ii) Completed Optional Form (OF) 306, Declaration for Federal Employment;

(iii) Fair Credit Reporting Act Authorizations (FCRA); and

(iv) Work authorization for non-United States (U.S.) born applicants, if applicable.

b. The e-QIP Applicant Listing must include the contractor's name, the contract number, the CPOC's name, the CPOC's contact information, the COR-COTR's name, the COR-COTR's contact information, and the full name, Social Security Number, date of birth, place of birth (must show city and state if born in the U.S. OR city and country if born outside of the U.S.), and a valid email address for all contractor personnel requesting suitability. All spelling of names, email addresses, places, and numbers must be accurate and legible.

c. The required suitability forms, and a sample of properly completed forms, are available on SSA's Office of Acquisition and Grants (OAG) website ("Information About Acquisitions" tab, "Security Information" section

[https://www.ssa.gov/oag/acq/ASC_2352_204-1_Security_and_Suit_Reqrmts_Post_10012017/Links%20for%20Agency%20Specific%20Clause%202352_204-1%20Post%2010012017.htm]).

(2) e-QIP Application

a. Once SSA receives all completed documents, listed in (e)(1), CSPS will initiate the e-QIP process using the e-QIP Applicant Listing. CSPS will email the e-QIP notification to the CPOC and COR-COTR inviting contractor personnel to the e-QIP

website to electronically complete the background investigation form (Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or SF 86, Questionnaire for National Security Positions).

- b. Contractor personnel will have up to 10 business days to complete the e-QIP application. The 10-day timeframe begins the day CSPS sends the invitation to the CPOC and COR-COTR. Contractor personnel must electronically sign the signature pages before releasing the application in e-QIP. Signature pages include the Certification and Release pages for SF 85 and the Certification, Release, and Medical Release pages for both the SF 85P and SF 86.
- c. Find information about the e-QIP process in the e-QIP Quick Reference Guide for e-QIP Applicants at <https://nbib.opm.gov/e-qip-background-investigations/>.
- d. If contractor personnel need assistance with e-QIP logon and navigation, call 1-844-874-9940.

(3) Fingerprinting

- a. The e-QIP notification email also provides contractor personnel with instructions to obtain electronic fingerprinting services. Contractor personnel must report for fingerprint services immediately upon completion and release of the e-QIP application and within 10 business days from the day CSPS sends the invitation.
- b. If contractor personnel cannot report to the designated fingerprint locations (in the notification email), CSPS will accept completed Field Division (FD) 258 fingerprint cards. The CO can provide the FD 258, if required. Contractor personnel must complete all fields on the FD 258. Incomplete fields may delay suitability processing.
- c. If you need to mail completed FD 258 fingerprint cards, send them, via certified mail along with a completed Contractor Personnel Suitability Cover Sheet-Fingerprint Cards (found on the OAG website), to:

Social Security Administration
Center for Suitability and Personnel Security
Attn: Suitability Program Officer
6401 Security Boulevard
2246 Annex Building
Baltimore, MD 21235

(4) Status Check.

If contractor personnel have completed each of the steps in (e) in their entirety and do not receive a suitability determination within 15 business days of their last submission, call 1-844-874-9940 to determine suitability status.

(f) Suitability Determination

- (1) CSPS uses a Federal Bureau of Investigation fingerprint check as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the contractor personnel unsuitable to continue performing under this contract. CSPS will notify the CPOC and the COR-COTR of the results of these determinations.
- (2) SSA will not allow contractor personnel access to a facility, site, information, or system until CSPS issues a favorable suitability determination. A suitability determination letter issued by CSPS is valid only for performance on the contract specified in the letter.
- (3) If current contractor personnel are to perform work under a new contract, the CPOC must submit a fully completed, legible Contractor Personnel Rollover Request Form to the COR-COTR of the new contract. CSPS will notify the CPOC and the COR-COTR CO of suitability to work on the new contract. The Contractor Personnel Rollover Request Form is on OAG's website.

(g) Contractor Personnel Previously Cleared by SSA or Another Federal Agency.

If contractor personnel previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the contractor personnel's name on the initial e-QIP Applicant Listing (see paragraph (e)(1)(b)) along with the OF 306. CSPS will review the information. If CSPS determines another suitability determination is not required, it will provide a letter to the CPOC and the COR-COTR indicating the contractor personnel was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

- (h) A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.

(i) Unsuitable Determinations

- (1) The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination.
- (2) The contractor must submit requests for clarification for unsuitable determinations in writing within 30 days of the date of the unsuitable determination to the email mailbox or address listed below. Contractor personnel must file their own requests; contractors may not file requests on behalf of contractor personnel.

dchr.ope.hspd12appeals@ssa.gov OR
Social Security Administration
Center for Suitability and Personnel Security
Attn: Suitability Program Officer
6401 Security Boulevard
2246 Annex Building

Baltimore, MD 21235

(j) Contractor Notification to Government.

The contractor shall notify the COR-COTR and CSPS within one business day if any contractor personnel is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of contractor personnel (e.g. leaves the company, no longer works under the contract, the alien status changes, etc.) that could affect their suitability determination. The contractor must provide in the notification as much detail as possible, including, but not limited to: name(s) of contractor personnel whose status has changed, contract number, the type of charge(s), if applicable, date of arrest, the court date, jurisdiction, and, if available, the disposition of the charge(s).

(k) Obtaining a Credential

(1) This section applies only if contractor personnel will have access to a SSA information system or routine or unescorted access to a SSA facility or site for a period of six months or more as described in paragraph (c)(1).

(2) Once the contractor personnel receive notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor personnel must appear at the respective Regional Security Office or SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor must contact the COR-COTR to arrange for credentialing. Once the COR-COTR makes the appointment, the COR-COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COR-COTR will also arrange for the contractor personnel to be escorted (by either the COR-COTR or a COR-COTR's representative) to the appropriate credentialing office at the time of this appointment. The contractor personnel must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (for acceptable forms of ID see List of Acceptable Documents on OAG's website). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor personnel and the COR-COTR is also required. The COR-COTR will provide the SSA-4395 Form to the contractor personnel when applicable.

(3) Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor personnel may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of contractor personnel that need to be credentialed) or they may come in at separate times convenient to the contractor personnel's and the COR-COTR's schedules.

(4) Contacts

a. SSA Headquarters' Parking and Credentialing Office representatives can be reached at Parking.and.Credentialing@ssa.gov or 410-965-5910.

- b. Research Triangle Park Parking and Credentialing Office representatives can be reached at SSC.Parking.and.Credentialing@ssa.gov or 877-586-6650, extensions 25206 or 25207.
- c. Regional Security Office contact information is in the Appendix at the end of this clause.

(l) Contractor Return of PIV Credential.

The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to contractor personnel under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Office, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of any contractor personnel employment; or upon contract completion or termination.

(m) Government Control.

The Government has full control over and may grant, deny, or withhold access to a facility, site, system, or information and may remove contractor personnel, or require the contractor to remove contractor personnel from performing under the contract for reasons related to conduct even after contractor personnel are found suitable to work on the contract (see paragraph (n) below).

(n) Removal From Duty.

The CO, in coordination with the COR-COTR and CSPS, may remove a contractor, or request the contractor immediately remove any contractor personnel from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing contractor personnel arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove any contractor personnel. The Government's determination may be made based on, but not limited to, these incidents involving the misconduct or delinquency:

- (1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.
- (2) Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.
- (3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, records, or Government property or concealment of material facts by willful omissions from official documents or records.
- (4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.

- (5) Theft, vandalism, or any other criminal actions.
 - (6) Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
 - (7) Improper use of official authority or credentials.
 - (8) Unauthorized use of communications equipment or Government property.
 - (9) Misuse of weapon(s) or tools used in the performance of the contract.
 - (10) Unauthorized access to areas not required for the performance of the contract.
 - (11) Unauthorized access to SSA's employees' personal property.
 - (12) Violation of security procedures or regulations.
 - (13) Prior contractor personnel unsuitability determination by SSA or another Federal agency.
 - (14) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.
 - (15) Failure to ensure the confidentiality of or failure to protect from disclosure, agency information entrusted to them. Certain provisions of these statutes and regulations apply to Federal employees, and apply equally to contractor personnel: The Privacy Act of 1974, The Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997, SSA regulation 1, The Computer Fraud and Abuse Act of 1986, and Section 1106 of the Social Security Act.
 - (16) Being under investigation by an appropriate authority for violating any of the above.
- (o) The contractor is required to include the substance of this clause in any subcontract requiring the subcontractor to access a SSA facility, site, system, or information. However, the contractor must obtain, review, and submit to SSA all of the completed and required forms (see paragraph (e) from the subcontractor. SSA will not accept completed forms from anyone other than the contractor.

Appendix:

Regional Security Offices

Regional Credentialing Contacts for Contractor Personnel

Region 1 – Boston

Management and Operations Support, Wilson Osorio, 617-565-2840

Region 2 – New York

Center for Materiel Resources, Physical Security and Safety Team, Emmanuel Fernandez, 212-264-2603

Region 3 – Philadelphia

For Mid-Atlantic Social Security Center occupants: Center for Materiel Resources, Kevin Wiley, 215-597-1627

For all others: Center for Automation, Security and Integrity, 215-597-5100

Region 4 – Atlanta

Center for Security and Integrity

Willie Martin, 404-562-1761

Charlene C. Jones, 404-562-1432

Glen Gaston, 404-562-1871

Dennis Loewer, 404-562-1340

Region 5 – Chicago

Management and Operations Support, Building Services Unit

Sharon Young, 312-575-4150

Evelyn Principe, 312-575-6342

Sofia Luna, 312-575-5762

Carlton Brown, 312-575-5957

Colleen Carrington, 312-575-5242

Region 6 – Dallas

Center for Materiel Resources, Employee Relations, Veronica Drake, 214-767-2221

Region 7 – Kansas City

Center for Automation Security Integrity, General Office Line, 816-936-5555

Region 8 – Denver

Center for Security and Integrity, Phil Mocon, 303-844-4016

Region 9 – San Francisco

Center for Security and Integrity, Cassandra Howard, 510-970-4124

Region 10 – Seattle

Center for Security and Integrity

Mary Bates, 206-615-2105

Lisa Steepleton, 206-615-2183

(End of clause)

C3-3 2352.204-2 Federal Information Security Management Act (FISMA) and Agency Privacy Management (DEC 2014)

(a) Definitions

Terms defined for this clause:

“Agency” means the Social Security Administration (SSA).

“OAG” means the Office of Acquisition and Grants at SSA.

“PIV Credential” means personal identity verification credentials required for contractor personnel requiring access to an SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.

(b) Agency Responsibility Related to FISMA Training Requirements

(1) The FISMA of 2002 (Title III, Pub. L. No. 107-347) (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>) and the Office of Management and Budget policy (through Circular A-130, Appendix III, http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii) require all agency employees, and contractor and subcontractor personnel working under agency contracts who will have access to any kind of SSA information, receive periodic training in computer security awareness and accepted computer security practice. This includes training for contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

(2) SSA’s Security Awareness Contractor Personnel Security Certification (CPSC) form, SSA-222, adequately covers the required information technology security and privacy awareness training for this contract. The SSA-222 is on OAG’s internet site (see paragraph (c)(3)(i) below). This training does not preclude any additional role-based training specified elsewhere in this contract.

(c) Contractor Responsibilities Related to FISMA Training Requirements

(1) Contractor Personnel Requiring an SSA-issued PIV Credential and Access to SSA’s Network

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel requiring a PIV credential subsequently added to the contract. If contractor personnel receive a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii).

(ii) For each successive year the contract is in operation, contractor personnel shall take annual security awareness training via a video on demand on SSA's intranet website. Contractor personnel with a valid SSA email address will receive an email to take this training at the appropriate time.

(2) Contractor Personnel Requiring an SSA-issued PIV Credential but Not Access to SSA's Network:

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel subsequently added to the contract and requiring a PIV credential. For contractor personnel receiving a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii) for the first year of the contract.

(ii) If applicable, for each successive year of the contract, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), below, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), below, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(3) Contractor Personnel Not Requiring an SSA-issued PIV Credential and Not Access to SSA's Network:

(i) Following contract award, the contractor shall ensure that all contractor personnel performing under this contract take the security awareness training by reading and signing the CPSC form, SSA-222. This requirement also applies to contractor personnel subsequently added to the contract. A copy of this form is on OAG's Internet website (<http://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

(ii) The contractor must receive signed copies of the form from each contractor personnel working under the contract within 30 days following contract award, or within 30 days after a contractor personnel begins working under the contract, whichever comes first.

(iii) The contractor shall send an email to security.awareness.training@ssa.gov, with a copy to the contracting officer and the contracting officer's technical representative, within 45 days following contract award. Similarly, the contractor shall send such email notification 45 days of when new contractor personnel are added to perform work under the contract. The contractor will attach each signed form, completed per paragraph (c)(3)(ii), above, to the email along with a list of the names (first, middle initial, and last) of the contractor personnel who signed the form and the contract number they are working under.

(iv) For each successive year the contract is in operation, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), above, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), above, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(4) The contractor shall retain copies of signed SSA-222 forms mentioned in paragraphs (c)(2) and (3) above for potential future SSA audits for a period of three years after final payment (per Federal Acquisition Regulation Section 4.703).

(d) Applicability of this Clause to Subcontractor Personnel. The contractor is required to include a clause substantially the same as this in all subcontracts awarded under the prime contract. This clause shall require the subcontractors to follow the instructions in paragraph (c) of this clause. For subcontractor personnel following paragraphs (c)(2) and (3), the subcontractor shall submit the signed forms to the contractor and the contractor will be responsible for submitting this information to SSA per paragraph (c)(3)(iii). The subcontractor shall be responsible for maintaining its signed forms as detailed in paragraph (c)(4).

(End of clause)

C3-4 2352.224-1 Protection of Confidential Information (DEC 2008)

(a) "Confidential information," as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the contractor for, or otherwise obtained by the contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate which are confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.

(c) The Contractor shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.

(d) The Contractor shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the

records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

(e) The Contractor shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access. See paragraph (f) below regarding the minimum standards which the safeguards must meet.

(f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor shall comply with the applicable standards for security controls that are established in the Federal Information Security and Management Act (FISMA). (These standards include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly FIPS 199, FIPS 200, and NIST Special Publications - 800 series.)

(g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

(h) For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.

(i) The Contractor shall assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.

(j) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.

(k) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the

Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.

(l) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.

(m) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s), engaged by the contractor, and their employees or successor subcontractor(s) and their employees might have access to SSA's confidential information.

(n) The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

(End of clause)

C3-5 2352.224-2A Protecting and Reporting the Loss of Personally Identifiable Information (MAY 2019)

(a) Definitions.

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“Breach” means the loss of control, compromise, unauthorized disclosures, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII); or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. A breach is not limited to an occurrence where a person other than an authorized user potentially accesses PII by means of a network intrusion, a targeted attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss or theft of physical documents that include PII and portable electronic storage media that store PII, the inadvertent disclosure of PII on a public website, or an oral disclosure of PII to a person who is not authorized to receive that information. It may also include an authorized user accessing PII for other than an authorized purpose. Often, an occurrence may be first identified as an incident, but later identified as a breach once it is determined that the incident involves PII, as is often the case with a lost or stolen laptop or electronic storage device.

Some common examples of a breach include:

- A laptop or portable storage device storing PII is lost or stolen;

- An email containing PII is inadvertently sent to the wrong person;
- A box of documents with PII is lost or stolen during shipping;
- An unauthorized third party overhears agency employees discussing PII about an individual seeking employment or Federal benefits;
- A user with authorized access to PII sells it for personal gain or disseminates it to embarrass an individual;
- An information technology system that maintains PII is accessed by a malicious actor; or
- PII that should not be widely disseminated is posted inadvertently on a public website.

“Employee(s)” means individual(s) under a direct employee-employer relationship with the Contractor, where the Contractor has the power or right to control and direct the individual in the material details of how work is to be performed.

“Handling of PII” or “handle(s) PII” means accessing, using, creating, collecting, processing, storing, maintaining, disseminating, disclosing, disposing, or destruction of PII, as defined in this clause.

“Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Personally identifiable information” (PII) means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. The PII may range from common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers (SSN) or other government-issued identifiers, precise location information, medical history, and biometric records. Within this clause, “PII” shall specifically mean PII that is made or becomes available to the Contractor, including its employees, as a result of performing under this contract.

“Primary agency contact” means the SSA Contracting Officer’s Representative (COR) who is the Contracting Officer’s Technical Representative (COTR) or, for indefinite delivery contracts with individual orders issued against the contract, e.g., task-order contracts, the order’s Task Manager, if one has been assigned. The COR may have one or more designated alternates to act for the COR when the COR is unavailable. If neither the COR nor the designated alternate is available, the alternate shall be considered a responsible agency manager in the office.

“Secure area” or “Secure duty station” means, for the purpose of this clause, either of the

following, unless the agency expressly states otherwise on a case-by-case basis: (1) a Contractor employee's official place of work that is in the Contractor's established business office in a commercial setting, or (2) a location within the agency or other Federal- or State-controlled premises. A person's private home, even if it is used regularly as a "home office" (including that of a Contractor management official), shall not be considered a secure area or duty station.

"Suspected breach" means PII that, among other possibilities, has been lost or stolen, or accessed in an unauthorized fashion, but it is not yet confirmed that the PII has been compromised to meet the level of a breach.

"Transport(ing)" or "transported" means the physical taking or carrying of PII from one location to another. For the purpose of this clause, the term does not include shipping by a common or contract carrier (as defined in Federal Acquisition Regulation (FAR) section 47.001), shipping by the U.S. Post Office, or electronic transmission.

(b) Responsibility for Safeguarding PII.

(1) The Contractor shall comply with applicable limitations on use, treatment, and safeguarding of PII under the Privacy Act of 1974 (5 U.S.C. § 552a); the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related National Institute of Standards and Technology guidelines; the Paperwork Reduction Act, 44 U.S.C. § 3501-3521; the E-Government Act of 2002, 44 U.S.C. § 3501 note; Office of Management and Budget (OMB) guidance relating to handling of PII, including OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information"; SSA privacy and security policies and procedures relating to handling of PII; and other Federal laws governing handling of PII.

(2) The Contractor shall establish, maintain, and follow its own policies and procedures to protect the confidentiality of PII (PII policies and procedures) in accordance with the laws, policies, and requirements referenced in this clause and elsewhere in the contract. The Contractor's PII policies and procedures shall include safeguards to protect PII from loss, theft, or inadvertent disclosure and breach procedures.

(3) The Contractor shall restrict handling of PII to only those authorized employees who need it in connection with the performance of work under this contract.

(4) Unless authorized by this contract or otherwise in writing by SSA, the Contractor shall not publish, disclose, release, or otherwise disseminate PII, internally or externally.

(5) The Contractor shall inform its employees who will or may handle PII of their individual responsibility to safeguard it. In addition, the Contractor shall educate and train employees as required by FAR 24.301 and enforce employees' compliance with the Contractor's PII policies and procedures and other requirements relating to handling of PII in this contract. SSA may require the Contractor to provide evidence of the performance of training and the content of the training.

(6) Additional policies, procedures, and requirements involving the handling of PII may be prescribed elsewhere in this contract, including but not limited to information security policies. The Contractor shall follow all such policies, procedures, and requirements. If contract performance calls for the Contractor handling of PII in a manner not addressed in this clause or elsewhere in the contract that may cause a security question or concern, the Contractor shall seek clarification and direction from the agency, prior to commencing the handling of PII in question.

(c) Safeguarding Requirements.

(1) The Contractor is responsible for safeguarding PII at all times. The Contractor shall ensure that PII remains under the immediate supervision and control of authorized employees in a manner that will protect the confidentiality and integrity of PII. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving the agency's approval, destroyed when no longer needed. The Contractor may use its internal policies and practices, non-disclosure agreements, system security requirements or any other means to accomplish its safeguarding responsibilities.

(2) Transporting PII Outside a Secure Area/Secure Duty Station.

(i) The Contractor shall safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. The Contractor shall ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall ensure that the encryption and password protection are in accordance with any agency-prescribed standards or policies, which shall be communicated separately from this clause. The Contractor shall use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

(ii) The Contractor shall ensure that its PII policies and procedures address transporting PII outside a secure area and emailing PII to and from non-SSA email addresses. The Contractor shall provide employees, upon or immediately prior to their commencing work on the contract, with contact information and instructions relating to PII breaches and incidents, based on the Contractor's security/PII loss incident policy and procedures. (If the preceding requirement is introduced to the contract under a contract modification, the Contractor shall ensure employees are provided this information and instructions within 10 working days of the modification.) The Contractor shall periodically remind employees of the foregoing information and instructions per the regular training requirements at (d)(1), below. (NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in paragraph (d) below.) SSA may require that the Contractor present evidence of compliance with these provisions.

(iii) Tracking PII-containing material (files, documents, etc.).

(A) Unless the PII is being transported for disposal pursuant to the contract per [\(c\)\(3\)](#) below, or SSA grants an exception per (c)(2)(iii)([D](#)), below, the Contractor shall take appropriate and necessary action to ensure that the PII-containing material, such as file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station, are tracked through a log. The PII-containing material shall be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- (1) first and last name of the employee taking/returning the material;
- (2) the identification of the PII-containing material, such as the name of the file(s) or document(s) containing PII;
- (3) the media used to transport the PII (e.g., electronic, such as laptop, portable drive, compact disc/digital versatile disc (CD/DVD), or email—be as specific as possible; paper, such as paper file folders or printouts);
- (4) the reason he/she intends to transport the PII-containing material;
- (5) the date he/she transported the PII-containing material from the secure area/secure duty station;
- (6) the date the PII-containing material is due to be returned to the secure area/duty station. See subparagraph (c)(2)(iii)([B](#)), immediately below.
- (7) the approver's name and phone number.
- (8) the actual return date of the PII-containing material.

(B) Materials shall be returned or, when authorized by paragraph [\(c\)\(3\)](#), documented as destroyed, within 90 days of removal from the office or have Contractor supervisory approval for being held longer.

(C) The log shall be maintained in a secure manner. Upon request by the agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the agency. The Contractor shall retain the log in accordance with General Records [Schedule 4.2, Information Access and Protection Records](#), Item 40 (disposition authority DAA-GRS-2016-0002-0004).

(D) SSA may relieve the Contractor of having to comply with these logging requirements for certain transmissions when the Contractor is engaged in routine and secure transmission of PII, and SSA determines that there are appropriate security controls in place to track the data through other means.

(3) *Return and/or Disposal of PII.* The Contractor shall return and/or dispose of the PII when the PII is no longer required for performance of this contract, e.g., upon contract completion, per agency direction and requirements. The marked statement(s) below apply to this contract: [*Contracting Officer: Mark all that apply below.*]

(i) This contract entails the return of PII.

(ii) This contract entails the disposal of PII. The Contractor shall follow the procedures described in

(4) *Emailing PII.* The Contractor's corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (i) - (ii), below:

(i) *Sending from an SSA email address.* If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the "name @ssa.gov" format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment. The Contractor shall encrypt PII in accordance with OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016).

(ii) *Sending from a non-SSA email system.* If employees are using the Contractor's own or any other non-agency email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment, per OMB Circular A-130; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to any email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this contract using the Contractor's own email system, i.e., in accordance with the foregoing rules for transmitting PII.

SSA may grant written exceptions to compliance with the email requirements in paragraph (c)(4) above when the Contractor's corporate or organizational email system has been deemed by SSA to be secure.

(d) *Procedures for Reporting PII Breach or Incident.* The agency has its own reporting requirements for PII breaches or incidents. The purpose of the following paragraphs is to ensure that the Contractor meets the requirements and shares breach or incident information appropriately. The Contractor's report of a breach or incident will not, by itself, be interpreted as evidence that the contractor failed to provide adequate safeguards for PII.

(1) *Contractor Responsibility.* In addition to establishing and implementing its own internal procedures referenced in paragraph (b), above, the Contractor shall provide regular training (at least annually and when new employees commence work) for contractors on how to

identify and report a breach or incident and take reasonable actions to implement agency-prescribed procedures described in paragraph (d)(3) below for reporting PII breaches or incidents. These include training employees handling PII about these procedures, including how to identify and report a PII breach or incident, and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out. The Contractor shall cooperate and exchange information with agency officials, as determined necessary by the agency, in order to report and manage a suspected or confirmed breach or incident effectively. The Contractor shall maintain capabilities to determine what agency information was or could have been accessed and by whom, be able to construct a timeline of user activity, determine methods and techniques used to access agency information, and identify the initial attack vector. The Contractor shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with OMB memorandum M-17-12 and agency guidance and breach procedures to assist with responding to a breach or incident. SSA may require evidence of compliance with this guidance.

(2) *Potential Need for Immediate, Direct Reporting by the Employee.* The agency recognizes that Contractor employees will likely make the initial discovery of a PII breach or incident. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII breach/incident reporting process (see paragraph (d)(1), above). The Contractor's reporting process, along with the agency's (see paragraph (d)(3) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify the agency of the breach or incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to notify outside authorities directly and immediately as described in paragraph (d)(3)(v) below, if, shortly following the breach or incident or discovery of the breach or incident, he/she finds it evident that neither an appropriate Contractor nor the agency manager/contact can be reached. The Contractor shall emphasize to the employee that timeliness in reporting the incident is critical.

(3) *Procedures.*

(i) When a Contractor employee becomes aware of or suspects a PII breach or incident, the Contractor, in accordance with its incident reporting process, shall provide immediate (as soon as possible and without unreasonable delay) notification of the breach or incident to the primary agency contact. If the primary agency contact is not readily available, the Contractor shall immediately notify the contact's alternate. (**See the worksheet in agency-specific clause H2352.224-2b, below, for the identity of the designated primary and alternate agency contacts.**) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate agency contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information, as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she shall comply with the Contractor's security policies, including having on hand the current contact information for the primary agency contact and at least one alternate.

(ii) The Contractor shall provide the primary agency contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

(iii) The Contractor shall provide complete and accurate information about the details of the PII breach or incident to assist the agency contact/alternate, including the following information:

(A) Contact information;

(B) A description of the PII breach or incident (i.e., nature of the breach, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;

(C) A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);

(D) An identification of agency components (organizational divisions or subdivisions) contacted, involved, or affected;

(E) Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);

(F) Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and agency reports); and

(G) Any other pertinent information.

(iv) The Contractor may use the worksheet following this clause to gather and organize information quickly about the incident. The Contractor shall ensure that each employee with access to PII under the contract, prior to accessing the PII, has a copy of the worksheet with its instructions (see agency-specific clause 2352.224-2b), and particularly when transporting PII from a secure duty station.

(v) There may be rare instances (e.g., outside of business hours) when the Contractor is unable to reach either the primary agency contact or the alternate immediately. In such a situation, the Contractor shall immediately call the agency's National Network Service Center (NNSC) toll-free at 1-877-697-4889 to file the initial report directly, providing the information in [\(d\)\(3\)\(iii\)](#) above and as requested by the NNSC (again, the worksheet in agency-specific clause 2352.224-2b may be used to collect and organize the information prior to (and/or during) the call). Overall, during this time, the Contractor shall cooperate as necessary with the NNSC or any of the other external organizations described in [\(d\)\(3\)\(iii\)](#) above.

(vi) If the Contractor makes a direct report to the NNSC, the Contractor shall document the call with the Change, Asset, and Problem Reporting System (CAPRS) number,

which the NNSC will assign. The Contractor shall provide the CAPRS number to the primary agency contact, or, if unavailable, his/her alternate.

(vii) Subparagraphs (v)-(vi) apply to all Contractor employees. The Contractor shall ensure its internal procedures and PII breach/incident training make clear to employees these responsibilities. Reports to the NNSC should not be delayed because an employee could not reach the Contractor's management.

(viii) The Contractor and its employee(s) shall limit disclosures about PII involved in a breach or incident to only those SSA and Contractor employee(s) with a need for the information in order to respond to and take action to prevent, minimize, or remedy the breach or incident. The Contractor may disclose breach or incident information to Federal, state, or local law enforcement agencies and other third parties with a need for the information; however, information about the specific PII involved may only be disclosed to such authorities and third parties as Federal law permits. The Contractor shall not, without SSA approval, publicly disclose information about PII involved in a breach or incident or SSA's involvement in a breach or incident. The Contractor shall not, without SSA approval, notify individuals affected by the PII breach or incident. The Contractor's PII breach and incident reporting process shall ensure that disclosures are made consistent with these requirements. As used in this paragraph, the term PII references only PII covered by this clause.

(e) *Additional Contractor Responsibilities When There Is a Suspected or Confirmed Breach.*

(1) The Contractor shall have a formal security/PII breach or incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII breach or incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the PII breach or incident to the agency.

(2) In the event of a PII breach or incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.

(3) The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the breach or incident. Additionally, the Contractor shall provide any documentation requested by SSA.

(4) The Contractor shall bear the cost for any data breach or incident: (1) occurring outside of SSA-controlled facilities, systems, or environments when the affected PII was in the possession or control of the Contractor or its employees, agents, or representatives; or (2) resulting from the Contractor or its employees, agents, or representatives' failure to properly safeguard PII or facilities, systems, or other environments containing PII in accordance with this contract's requirements. In addition, as SSA requires, the Contractor shall be responsible for or shall assist SSA in taking preventative and remedial actions that SSA determines are necessary to address such a breach or incident. Preventative and remedial actions may include notification to

individuals potentially affected by the breach and other countermeasures to mitigate the risk of harm or to protect PII (e.g., operating call centers and providing resources for potentially affected individuals). SSA will notify the Contractor when SSA determines that preventative or remedial action(s) are necessary and instruct the Contractor on whether the action(s) will be effectuated by the Contractor or SSA. SSA may choose to effectuate the action(s) at the agency's discretion. The Contractor shall be responsible for the cost of all preventative or remedial action(s), including those actions effectuated by SSA, resulting from the breaches and incidents covered by this paragraph. Note: Nothing in this paragraph affects the Contractor's obligations in paragraph (e)(2) above to take immediate steps to address identified security issues.

(f) Subcontractor(s).

(1) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s) and their employees, or successor subcontractor(s) and their employees, will or may handle PII. When this clause is included in a subcontract, all references to "Contractor" in paragraphs (a) through (e) and (h) shall be read to apply to the subcontractor(s).

(2) The Contractor shall take appropriate and necessary action to ensure its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, comply with this clause.

(3) *Notification of Subcontractor Handling of PII.* If the Contractor engages a subcontractor under this contract whose employee(s) will actually or potentially handle PII, the Contractor shall do the following:

(i) Notify the SSA COR-COTR and the Contracting Officer of this arrangement in advance of providing access to PII, providing the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, SSN); and

(ii) Provide the agency's COR-COTR the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to the agency's COR-COTR for the requisite security background check described in paragraph (g), below.

(g) *Security & Suitability Requirements Clause.* For each Contractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.

(h) The Contractor shall permit the agency to conduct security reviews and inspections to ensure that the Contractor maintains adequate safeguards and security measures for PII in accordance with the terms of this contract. At SSA's request, the Contractor shall grant SSA,

and its auditors, access to all systems, facilities, equipment, locations, and other environments that create, collect, use, process, store, maintain, disseminate, disclose, or dispose of PII for such reviews and inspections. The Contractor is not required to provide SSA access to parts of those systems, facilities, equipment, locations, and other environments that are not impacted by such reviews and inspections.

(End of clause)

C3-6 2352.224-2B Worksheet for Reporting a Loss or a Suspected Loss of Personally Identifiable Information (PII) (MAY 2019)

INSTRUCTIONS

The purpose of this worksheet is to assist individuals, entities (including contractors), or agencies who lose or suspect the loss of Social Security Administration (SSA) PII. (See Note number 1, below.) This worksheet should be used as an information-gathering tool to quickly organize and report to SSA the needed information about the loss or suspected loss. However, **do not include PII specific to the loss on this worksheet.**

Employees and individuals should not wait until confirmation of loss occurred before reporting. Both confirmed and suspected losses should be timely reported. A delay may undermine the agency's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

All PII losses, suspected or confirmed, should be reported within one (1) hour of discovery using the online [PII Loss Reporting Tool](#) (see Note number 2, below) or by calling SSA's National Network Service Center (NNSC) at 1-877-697-4889.

Notes:

1. PII is information that can be used to distinguish or trace an individual's identity, either along or when combined with other information that is linked or linkable to a specific individual (e.g., name, date of birth, Social Security number).
2. The "PII Loss Reporting Tool" is located on the SSA Intranet and may not be accessible to all contractors.

Basic Information for the Contractor for Reporting PII Loss (Suspected or Confirmed):

a. Your primary agency contact for reporting PII breach incidents. This is: Joy Wahlmann, Email: Joy.R.Wahlmann@ssa.gov

b. The alternates to this primary contact. They are as follows:

First Alternate: Jen Mitchell, Email: Jen.Mitchell@ssa.gov

Second Alternate: Bharathi Iyer, Email: Bharathi.Iyer@ssa.gov

c. The contract number: 28321319D00060024

d. Agency/Entity/Office (see Item #1 of the worksheet): Deputy Commissioner for Operations

1. Information about the individual making the report:

Name:

Position:

Agency/Entity/Office:

Work Email Address:

Work Phone Number:

Date of Report to SSA:

2. Is the individual, who was in possession of the data or to whom the data was assigned, different from the person making the report (as listed in #1)?

Same as person making the report? Yes No

If no, complete the following for the individual who was in possession/assigned the data:

Name:

Position:

Agency/Entity/Office:

Work Email Address:

Work Phone Number:

3. Circumstances of the breach:

Is the incident a result of robbery or theft? Yes No

Did the incident include equipment? Yes No

Full description of how the incident occurred:

Date/Time of Incident:

4. Information about the data that was lost/stolen:

Describe what was lost or stolen:

Did the incident occur while teleworking or performing duties at (or traveling to/from an alternative worksite?)

Estimated number of individuals affected:

What elements of PII did the data contain?

- | | |
|---|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Bank Account Information |
| <input type="checkbox"/> Social Security number | <input type="checkbox"/> Medical/Health Information |
| <input type="checkbox"/> Date of Birth | <input type="checkbox"/> Benefit Payment Information |
| <input type="checkbox"/> Place of Birth | <input type="checkbox"/> Mother's Maiden Name |
| <input type="checkbox"/> Address | <input type="checkbox"/> Medicare Beneficiary Identifier |
| <input type="checkbox"/> Other (describe): | |

Are you able to identify the individual(s) whose information was compromised?

- Yes No

5. How was the data physically stored, packaged and/or contained? If electronic, check the appropriate response below:

- | | |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Laptop | <input type="checkbox"/> Workstation |
| <input type="checkbox"/> Hard Drive | <input type="checkbox"/> CD/DVD |
| <input type="checkbox"/> USB Drive | <input type="checkbox"/> Tablet |
| <input type="checkbox"/> Server | <input type="checkbox"/> Cloud |

(End of clause)

C3-7 2352.232-1 Invoice Submission and Payment Related Information (DEC 2018)

(a) The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause used in this award and any other information required below or in any other contract clause. To assist the Government in making timely payments, include the contractor's Taxpayers Identification Number, Data Universal Numbering System number, contract, and the order number, if any, on each invoice.

(b) Email communication is the preferred method of submission for invoices and public vouchers. If the invoice cannot be emailed, submit it via regular mail or by hand carrying it to the Office of Travel and Administrative Payment Services at the address below.

(c) If submitting electronically:

Submit the invoice as an attachment to an email message (the preference is one attached invoice as a .pdf file per email) to otaps.daps.invoices@ssa.gov.

(d) If submitting by mail, send to:

Social Security Administration
Office of Travel and Administrative Payment Services
Post Office Box 47
Baltimore, Maryland 21235-0047

(e) If hand carried, deliver to:

Social Security Administration
Office of Travel and Administrative Payment Services
2310 East Low Rise Building
6401 Security Boulevard
Baltimore, Maryland 21235-0047

(f) The telephone number of the administrative payments customer service help desk is (410) 965-0607.

(g) The Government will make payment to the contractor using the Electronic Funds Transfer (EFT) information contained in the System for Award Management (SAM) database (<https://www.sam.gov/SAM/>). In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database. The EFT information submitted must be that of the contractor unless there is an official Notice of Assignment on file with the Office of Travel and Administrative Payment Services.

(h) Remittance information associated with EFT payments is available via the Invoice Processing Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>. After

registering in IPP for Treasury payment status, email OTAPS.Vendor.Maintenance@ssa.gov and the SSA vendor maintenance team will flag the vendor to start receiving Treasury payment information in IPP (this process may take several business days).

(i) The contractor may also direct payment inquiries to SSA's Office of Travel and Administrative Payments by:

(1) Using the Financial Interactive Voice Response System (FIVR) (<http://www.ssa.gov/vendor/fivr.htm>). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf line at 410-597-1395. Customer Service Representatives are available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Standard Time.

(2) Sending an email to payment.inquiries@ssa.gov, or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

(j) Small businesses may obtain assistance from SSA's Office of Small and Disadvantaged Business Utilization (OSDBU) Director to obtain payments, required late payment interest penalties, or information regarding payments due to such concerns. Send emails to smallbusiness@ssa.gov or visit the OSDBU website at <https://www.ssa.gov/agency/osdbu/>.

(End of clause)

C3-8 2352.242-1 Post Award Evaluation of Contractor Performance (April 2015)

(a) Contractor Performance Evaluations: Interim and final contractor performance evaluations shall be prepared in the Department of Defense's Contractor Performance Assessment Reporting System (CPARS) per Federal Acquisition Regulation Subpart 42.15 and the CPARS user manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(b) An interim contractor performance evaluation is prepared and completed as determined by the contracting officer (known as the assessing official in CPARS).

The final performance evaluation is prepared and completed within 120 days after completion of the contract, purchase order, delivery order or task order, or Blanket Purchase Agreement call order over the simplified acquisition threshold. Complete details on the business steps associated with the CPARS process is at FAR Subpart 42.15 and the CPARS User Manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(c) Electronic Access to Contractor Performance Evaluations:

(1) The Contractor shall designate a performance evaluation review representative (PERR) (known as the contractor representative in CPARS) in paragraph (d) below who will be responsible for reviewing the contractor's interim and final performance evaluation assessments

completed by the Government before the assessments are finalized in CPARS. The Contractor is responsible for keeping its PERR information in paragraph (d) current with the contracting officer throughout the life of this contract. Only the PERR may access, review, and comment on the contractor's performance evaluations in CPARS prior to finalization.

(2) The agency Focal Point (FP) or Alternate FP, are the only individuals who can grant CPARS access to the PERR.

(3) Once award is made, the agency FP or Alternate FP will grant access to the PERR. The PERR will receive a system-generated email when: access has been granted to CPARS; and there is a performance evaluation assessment to review. Only the PERR receiving the email has access to the assessment.

(4) The CPARS website is www.cpars.gov. The website provides a drop down menu for "FAQs" and "Guidance," where the PERR can obtain a CPARS User Manual. New PERRs can access on-line training at the drop down tab for "Training."

(d) Contractor's Designated Performance Evaluation Review Representative (PERR) (known as the contractor representative in CPARS)

Name: Tuppence Macintyre

Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012

Phone: (213) 257-2777

E-mail: TMacintyre@da.lacounty.gov

UserID (complete if the PERR is an existing CPARS user): TMACIN

C3-9 2352.242-2 Designation of Contracting Officer's Representative (COR)-Contracting Officer's Technical Representative (COTR) and COR-Alternate COTR (ACOTR) (OCT 2015)

(a) The following Contracting Officer's Representative (COR-COTR) and COR-Alternate COTR (ACOTR) will represent the Government for the purpose of this award:

COR-COTR Name: Joy Wahlmann

Title: Management and Program Analyst; San Francisco Region CDI Coordinator

Address: 8505 Aero Drive, San Diego, CA 92123

Telephone: (866) 331-6397, Ext. 17537

Email: Joy.R.Wahlmann@ssa.gov

COR-ACOTR Name: Not Applicable

Title:

Address:

Telephone:

Email:

(b) The COR-COTR or COR-ACOTR may not re-delegate the authority outlined in this clause, or the authority specified within their COR-COTR designation letters.

(c) The COR-COTR is responsible for the following general duties:

(1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer (CO) changes in requirements;

(2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements;

(3) Performing technical evaluation of requirements as required;

(4) Performing technical inspections and acceptances required by this award;

(5) Assisting in the resolution of technical problems encountered during performance;

(6) Certifying invoices or vouchers for payment by confirming the receipt of goods and/or services at the contracted price/costs; and

(7) Initiating a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

(d) The COR- ACOTR is responsible for carrying out the duties of the COR-COTR only in the event the COR-COTR can no longer perform his or her duties as assigned, or is unavailable.

(e) The COR-COTR, COR- ACOTR, and COR-Task Manager (COR-TM) (if applicable) are the only Government employees authorized by the CO to perform certain functions of the award. The COR-COTR and COR-ACOTR are authorized to perform the functions listed above, and may provide the technical direction described below. However, if the award calls for the designation of a COR-TM, see Section [*Not Applicable*] for the authority, responsibilities, and limitations of the COR-TM at the task level.

(f) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

(1) Direct or negotiate any changes in the SOW, SOO, or PWS;

(2) Modify or extend the period of performance;

(3) Change the delivery schedule;

(4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or

(5) Otherwise, change any terms and conditions of this award.

(g) At any time during performance of this award, the CO may unilaterally remove or replace the COR-COTR or COR-ACOTR.

(h) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto,

within a reasonable amount of time after award, or after notification of a change is necessary. The designation letter sets forth the specific authorities, responsibilities, and limitations of the COR-COTR, or COR-ACOTR) under this award.

(i) Performance of work under this award shall be subject to the technical direction of the COR-COTR. The term “technical direction” is defined to include, without limitation (except as specified in the COR-COTR designation letter), the following:

(1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;

(2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;

(3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(j) Technical direction must be within the general scope of the SOW, SOO, or PWS stated in Section B of this award. The COR-COTR does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(k) The COR-COTR shall issue all technical direction in writing or shall confirm in writing, within five working days after issuance, technical direction issued verbally.

(l) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR-COTR in the manner prescribed by this clause and within the COR-COTR’s authority under the provisions of this clause.

(m) If, in the opinion of the Contractor, any instruction or direction issued by the COR-COTR falls outside the authority of the COR-COTR, the Contractor shall not proceed. In this case, the Contractor shall notify the CO or designated Contract Specialist in writing, within five working days after receipt of any such instruction or direction and shall request the CO modify the award accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate modification to the award, or advise the Contractor, in writing, that, the technical direction is within the scope of this clause and does not constitute a change under the “Changes” clause of this award. The Contractor shall proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the action to be taken with respect thereto, shall be subject to the “disputes” clause of the award.

(End of clause)

C3-10 2352.242-5 Contractor's Administrator (SEP 2013)

The contractor's representative responsible for handling contract administration is:

28321319D00060024

Name: Tuppence Macintyre

Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012

Phone: (213) 257-2777

E-mail: TMacinty@da.lacounty.gov

(End of clause)

SECTION C4 - Administrative Matters

C4-1 Designation of Contractor's Project Manager/Contract Coordinator

The contractor's primary point of contact serving as the Project Manager/Contract Coordinator for this contract is:

Name & Title: Tuppence Macintyre, Special Assistant, DA
Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012
Telephone Number: (213) 257-2777
Email Address: TMacinty@da.lacounty.gov

C4-2 Period of Performance

The period of performance for this contract shall be for an eight-month base period and four (4) one-year options. The total duration of this contract is sixty-two (62) months if all options, including the option to extend services are exercised:

Base Period: August 1, 2019 through March 31, 2020
Option Year 1: April 1, 2020 through March 31, 2021
Option Year 2: April 1, 2021 through March 31, 2022
Option Year 3: April 1, 2022 through March 31, 2023
Option Year 4: April 1, 2023 through March 31, 2024
Option to Extend Services: Shall not exceed six months.

C4-3 Designation of Government Contracting Personnel

Angela Lee, Contract Specialist, Division of Western Regional Contracts, has been assigned to administer this contract. Changes in the Scope of Work, contract cost, price, quantity, quality, or delivery schedule shall be made only by a Contracting Officer by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract must be submitted directly to the following address:

Social Security Administration/OAG
Attn: Angela Lee
26 Federal Plaza, Room 4040
New York, NY 10278

Telephone Number: (212) 264-3529
Email Address: Angela.Lee@ssa.gov

(End of clause)

C4-4 Authorized Ordering Officials

The following individuals are authorized to issue delivery orders against this contract:

POSITION	AUTHORITY/ORDERING LIMITS
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SECTION D - Contract Documents, Exhibits and/or Attachments

Attachment Number	Title	Date
1	Attachment 1 – Form USM-3A, Application for Special Deputation / Sponsoring Federal Agency Information	06/01/2016